

1 Q. DOES MR. WOOD MAKE ANY OTHER OBSERVATIONS ABOUT QCC'S  
2 CALCULATIONS METHODOLOGY?

3 A. He does. In footnote, page 46, Mr. Wood states (without much explanation) that "[i]n  
4 cases where Qwest has its own agreement with a CLEC, the calculation appears to ignore  
5 the benefit that Qwest received under such agreement."

6 Q. IS THIS ACCURATE?

7 A. No, at least as I understand what he is saying. As best as I can tell, Mr. Wood is  
8 claiming that, to the extent QCC has agreements with CLECs that relate to switched  
9 access, QCC is relying only upon the rates from the CLEC price lists and ignoring those  
10 agreements in reaching its calculations. That is false.

11 As explained in QCC's discovery responses, in my Direct Testimony and above, QCC's  
12 calculations are based on the CLEC's actual billings to QCC. To the extent a respondent  
13 CLEC provided QCC [REDACTED]

14 [REDACTED] it is reflected in my calculations. Again, QCC  
15 did not (as Mr. Wood seems to suggest) base its overcharge analysis on the CLEC's  
16 published rates. It based its analysis on the CLEC's actual billings to QCC.

17 Thus, Mr. Wood is not correct in assuming that QCC ignored the effect of its settlement  
18 agreements when calculating the CLECs' overcharges.

19 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

20 A. Yes, it does.

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AFD 21  
APA \_\_\_\_\_  
ECO 22  
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GCL I  
IDM \_\_\_\_\_  
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